

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 11th day of October 2006.

Between Victoria University of Wellington of 21 Kelburn Parade, ("*Victoria University*").

And Victoria University of Wellington Students' Association of 21 Kelburn Parade ("*VUWSA*").

PURPOSE

- A. Victoria University and VUWSA ("the Parties") recognise that they have a shared interest in fostering and maintaining a strong identity and sense of belonging across the University community.
- B. The Parties wish to work together to develop a partnership ("the Partnership") to establish and promote the Team Victoria brand amongst student clubs and their supporters, students, alumni and staff; and to facilitate enhanced social, cultural, sporting and recreational opportunities.
- C. The Parties wish to formalise their collaborative arrangement and record their understandings and intentions in relation to the joint objectives of the Parties concerning the Partnership.

It is agreed as follows:

1. Term of Agreement

1.1. This Memorandum of Understanding ("MOU") will come into force from the date of execution and will remain in force unless terminated by mutual agreement of the Parties.

2. Collaborative Arrangement

2.1. The Parties agree to use their collective strengths and skills: to

2.1.1. add value in the development of the Partnership

2.1.2. achieve the purpose of the MOU

2.1.3. identify opportunities to further the Partnership and promote the Team Victoria brand.

2.2. The Parties will work together in good faith and will use reasonable endeavours to actively support the interests of each other.

2.3. The Parties agree to fund and resource Team Victoria as agreed in the annual Team Victoria Operating Plan ("TVOP").

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3. Roles and Responsibilities

3.1. The parties agree to establish a Team Victoria Management Committee ("TVMC") consisting of three representatives from each of the Parties, to be determined annually; meeting at least three times per annum with at least two representatives of each Party present at each meeting of the TVMC.

3.2. The TVMC is responsible for:

3.2.1. the administration, implementation and oversight of this MOU

3.2.2. negotiating agreements with third parties in relation to the Partnership, where those agreements are in accordance with the purpose of this MOU

3.2.3. drafting and implementing the TVOP and reporting back to the University community

3.2.4. undertaking marketing ventures in relation to the promotion of the Team Victoria brand

3.2.5. managing and protecting the intellectual property of the Team Victoria brand; and

3.2.6. ensuring both Parties are acknowledged in the Team Victoria merchandise and associated promotional material where practicable.

4. Intellectual Property

4.1. The Parties will apply to register the trade mark TEAM VICTORIA ("the Trade Mark"). Victoria University will bear all costs associated with the application for the Trade Mark.

4.2. The Parties shall jointly own the Trade Mark.

4.3. The Parties agree that decisions about the development, management and application of the Trade Mark, including selection of appropriate merchandise using the Trade Mark, will be made together through the TVMC.

4.4. The sale or licence of the Trade Mark shall be subject to the written consent of the Parties.

4.5. VUWSA Clubs and Societies will be eligible to use the Trade Mark. Other teams and representatives such as staff, alumni or non-VUWSA affiliated groups, may seek permission from the TVMC to use the Trade Mark.

4.6. Commissioned merchandise using the Trade Mark will return revenue to the Team Victoria partnership. All such revenue will be used solely to fund the TVOP.

5. Review

5.1. The TVMC will review its activities after five years. The Parties will then consider whether any changes need to be negotiated to this MOU.

6. Dispute Resolution

6.1. The Parties agree to use their best endeavours to resolve through good faith negotiations any dispute that may arise under this MOU.



6.2. If the Parties have not been able to resolve the dispute in accordance with clause 6.1, then the Parties must mediate the dispute in accordance with the mediation rules of LEADR New Zealand Inc. and the Chair of LEADR (or his or her nominee) will select the mediator and determine the mediator's remuneration. Unless otherwise agreed by the Parties, the place of mediation shall be Wellington, New Zealand.

7. Confidentiality

7.1. Each Party agrees to keep confidential any confidential information of the other Party that it receives or discovers by virtue of entering into and giving effect to this MOU, and shall not disclose it other than to their respective professional advisers under terms of confidentiality or as required by law.

Signed for and on behalf of
Victoria University of Wellington by:

Signature:

Pat Walsh

Date:

11/10/06

Name:

Pat Walsh

Position:

Vice-Chancellor

Signed for and on behalf of
Victoria University of Wellington
Students' Association by:

Signature:

Nick Kelly

Date:

11-10-2006

Name:

Nick Kelly

Position:

VUWSA President